



# **Alliance BizSmart Online Banking**

## **Terms & Conditions**

(Version 1.7 – Last modified 1 September 2018)



**ALLIANCE BANK**

*Banking Made Personal*



Alliance Bank Malaysia Berhad (88103-W)

This document contains the Conditions applicable to the Alliance BizSmart offered by the Bank. Customers of the Alliance BizSmart shall be bound by these Conditions set out herein and as may be amended by the Bank from time to time.

## **1.0 DEFINITIONS & INTERPRETATION**

**1.1** In these Conditions, the following expressions shall have the respective meanings unless the context otherwise requires:

Account(s) means any and all accounts of whatever kind currently or hereinafter opened and maintained by a Customer of whatever kind, including any account set up to facilitate or required for the provision of the Alliance BizSmart or services related thereto by the Bank;

Affiliates means any entity, company, corporation or institution which may offer products, services, contents or information on the Alliance BizSmart Website from time to time;

Alliance BizSmart means the application Alliance BizSmart and / or facilities described as Alliance BizSmart and such other services as may be added, withdrawn, varied or replaced by the Bank at any time or from time to time which allow and enable the Customer to perform banking services through the Internet;

Alliance BizSmart Agreement means the agreement created when the Bank accepts and/or approves a customer of the Bank as a Customer for the Alliance BizSmart incorporating the Terms and Conditions as may be amended, modified or updated from time to time by the Bank at its sole discretion;

Approval PIN means a unique string of alphanumeric characters selected and adopted by and known only to the relevant Authorised Person and stored in the Bank's System in an encrypted form, which must be keyed in by the relevant Authorised Person to download the Digital Certificate to authenticate and verify his/her identity to the Bank during Transaction signing;

Authorised Person means the person or persons authorised by the Customer (whether alone or jointly with any other person or persons) to operate and manage the Account(s), access the Alliance BizSmart, issue Instructions to the Bank and perform Transactions for and on behalf of the Customer through the Alliance BizSmart or to execute any document for and on behalf of the Customer and shall include System Administrator, System Authoriser, User; and User Authoriser, as the context dictates which the Customer may add or substitute from time to time. The term Authorised Persons shall refer to more than one authorised persons as the context shall require;

Bank means Alliance Bank Malaysia Berhad, its successors-in-title and/or assigns and includes Alliance Islamic Bank Berhad, its successors-in-title and/or assigns;

Bank Negara Regulations means all those directives, directions, guidelines, rules and/or regulations from Bank Negara Malaysia for the time being in force;

Bank's System means the computer system (hardware and software) set up by the Bank with respect to the Alliance BizSmart, including (a) the Security Codes, (b) the Website and all the contents therein, including all designs, graphics, images, words and all display elements of whatever kind appearing on the Website, and (c) the Bank's User Guide and all the contents therein, and (d) any and all other interconnected and/or related documents, manuals, systems of administration, communication, management and operation (whether computerised, manual or otherwise) of whatever kind and related to the Alliance BizSmart, even if not specifically mentioned herein;

Business Day means a day on which the Bank is open for banking business in Kuala Lumpur, Malaysia to the public;

Conditions means the conditions (including all amendments, changes and variations thereto subsequently introduced and imposed from time to time by the Bank and at the Bank's discretion) which govern the use of the Alliance BizSmart;

Correspondent means another bank or financial institution (local or foreign) appointed by the Bank to assist with, complete or effect a Transaction instructed by the Customer via the Alliance BizSmart;

Customer means the corporation, partnership, society, club, association or any other entity which is (a) a customer of the Bank, (b) with a current and/or deposit account with the Bank, and (c) has applied to and been accepted and/or approved by the Bank as a subscriber for the Alliance BizSmart and thus becomes a party to these Conditions;

Cut-Off Time means the cut off time for Alliance BizSmart;

Designated Account means the Customer's account or accounts designated for use for a particular Transaction or by default for use in relation to any of the Alliance BizSmart as set out in clause 13;

Documentary Credit means any cheque, bill, bank guarantee, draft, letter of credit, order and/or any other document of whatever kind accepted by the banking industry as capable of transferring funds or providing security, and permitted by the Bank pursuant to the Alliance BizSmart;

Digital Certificate means an encrypted and digitally signed attachment that authenticates the identity of the person verifying and approving the performance of a Transaction and giving of Instruction to the Bank;

e-Banking Operations means the unit in the Bank placed in charge of the Alliance BizSmart which the Bank at its sole discretion, be entitled to change the name of the unit from time to time;

Instructions means any application, authorisation, instruction, mandate or request of whatever kind issued with the relevant Security Codes with respect to any Alliance BizSmart regardless of who issues such instruction with such Security Codes;

Law means the laws of Malaysia for the time being in force;

Licence means the licence defined in Clause 10 below;

Limit means the maximum monetary limits set by the Bank and/or set by the Customer, for a particular type of Instruction and/or Transaction, as the case may be;

Other Agreement means any and all other agreements of whatever kind (whether or not related to the Alliance BizSmart Agreement), now or hereinafter entered between the Customer and the Bank, including (a) agreements for any banking, loan or other finance facilities of whatever kind and/or (b) charges, debentures, guaranties, indemnities, liens, pledges, memorandums and/or any other such like agreement, whereby the Customer provides or causes to be provided security to the Bank;

Password means a unique string of alphanumeric characters selected and adopted by the Authorised Person and stored in the Bank's System in an encrypted form, which must be keyed in by the Authorised Person in order for the Bank's System to authenticate the User ID for access to the Alliance BizSmart and/or to effect Customer Instructions;

PIN Mailer or Pin Mailer means the document containing the T-PIN to access to Alliance BizSmart issued by the Bank to Customer;

Recipient means any party to whom the Instruction requires the Bank to deliver or remit any Instructions, documents or payments, including Documentary Credits and/or Remittances. The Recipient shall where the context so requires include, the Customer and/or the Correspondent;

Remittance means any Instruction and/or Transaction involving the transfer of funds to a Recipient via the Alliance BizSmart, which shall include Documentary Credit transfers, electronic, cable or telegraphic transfer of funds and/or any other form of transfer of funds permitted by the Bank pursuant to the Alliance BizSmart;

Rules and Regulations means those safety and security measures, procedures, rules and regulations howsoever imposed at the Bank's discretion from time to time with respect to the Security Codes, the Alliance BizSmart and/or the Bank's System;

Service Charges means the charge(s) payable by the Customer for the Alliance BizSmart in accordance with these Conditions whereby service charges or other applicable charges may be varied from time to time;

Security Codes means the security codes which will identify and verify the Authorised Person when the Authorised Person accesses and utilises the Alliance BizSmart which include the , User ID, Password, Approval PIN, Token Response, TAC, T-Password and any other security codes as may be issued by the Bank from time to time;

Security Token means an electronic device issued by the Bank to the Customer for purposes of generating the Token Response;

System Administrator means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system administrator to create the User account, User profile and transaction workflow within the Alliance BizSmart;

System Authorise means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system authoriser to approve the creation of the User profile and the transaction workflow within the Alliance BizSmart;

TAC A Transaction Authorisation Code being a unique numerical combination security code which is sent via short message service (SMS) to the registered mobile phone numbers of the System Administrator and System Authoriser as provided by the Customer;

T-Password means the personal identification number or numbers issued by the Bank to the Customer in the PIN Mailer for use to access the Alliance BizSmart for the very first time pursuant to clause 7 below;

Token Response means a single use security code or a one-time password randomly generated by the Security Token;

Token Serial Number means a unique serial number issued by the System Administrator to the User Authoriser for use to access the Alliance BizSmart for the very first time pursuant to clause 8 below;

Terms and Conditions means all the terms and conditions including the terms and conditions of access to and use of the Website as embodied in these Conditions for Alliance BizSmart, privacy policy and/or the Rules and Regulations (including all amendments, changes and variations thereto subsequently introduced by the Bank and imposed from time to time by the Bank and at the Bank's discretion), governing the use of the Website and/or Alliance BizSmart including any additional terms and conditions that may be imposed on specified services or Transactions and provided in or by any one or more of the following: (a) in these Conditions for the Alliance BizSmart, (b) in the User Guide, and/or (c) via the Visual Display;

Transaction means the activity and / or transaction of whatever kind, carried out or to be carried out pursuant to an Instruction;

User Guide means the guide or guides from time to time issued by the Bank to the Customer in (a) any documentary form and/or (b) in electronic form via the Visual Display, containing the operating instructions, the Terms and Conditions and/or any other information (including all amendments, changes and variations thereto) in relation to the use of Alliance BizSmartBusiness;

User means any one or more of the Customer's employees appointed and authorised by the Customer which has been assigned a User ID and Password by the System Administrator or the Bank to access Alliance BizSmart and perform Transactions and initiate Instructions for and on behalf of the Customer;

User Authoriser means the authorized representative of the Customer who is authorized by the Customer to act on behalf of the Customer as the user authorizer to approve any and all such Instructions initiated and Transactions performed by the User for and on behalf of the Customer;

User ID means a unique string of alphanumeric characters issued by the Bank to the System Administrator and System Authoriser separately; or by the System Administrator to the User Authoriser and User separately which must be keyed into together with the Password to gain access to Alliance BizSmart;

Visual Display means the monitor, panel, screen or other equipment providing a visual display of the pages of the Website, with which the Customer or any of its User views the operating Instructions, Rules and Regulations and/or any other information (including all amendments, changes and variations thereto) emanating from the Bank's System via the internet with respect to the Alliance BizSmart;

Website means the website of the Bank located at the URL: <http://www.alliancebank.com.my>;

## 1.2 INTERPRETATION

- (a) Words denoting the singular shall include the plural and vice versa.
- (b) Words denoting the masculine gender shall include the feminine and neuter genders.
- (c) The headings and sub-headings herein are inserted for convenience only and are to be ignored in the construction and/or interpretation of this Terms and Conditions.
- (d) Where there are two or more persons comprised in the term the Customer:-
  - i. instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally;
  - ii. any notice given by the Bank to any one of such persons shall be sufficient notice to all the accountholders and any notice or instructions issued by any one of the accountholders to the Bank shall be deemed to have been issued on behalf of all the accountholders and the Bank shall be entitled to act upon and rely on such notices or instructions without any enquiry; and
  - iii. where the Customer has appointed an Authorised Person or Authorised Persons, all references to the Customer shall also refer to his/her Authorised Person or Authorised Persons.
- (e) Wherever (a) a discretion is granted to or permitted to the Bank, or wherever (b) the Bank is entitled to determine or hold an opinion, pursuant to the Terms and Conditions then the Bank shall be entitled to exercise such discretion and/or hold such opinion unconditionally at the Bank's absolute and sole option (1) without any obligation so to do, (2) at any time and from time to time, (3) without need for the prior consent of or notice to the Customer, (4) without need to give any reasons for the exercise of such discretion or the holding of such opinion, and (5) without incurring any liability, obligation or responsibility of whatever kind to the Customer, for the exercise of such discretion or the holding of such opinion.
- (f) The expression party shall include a reference to an individual, a company and/or any other legal entity permitted by Law, as the context shall require.
- (g) For the avoidance of doubt, cleared funds mean funds which are immediately available as cash or credit to an account, including funds which (a) have been identified by the banking system as cleared, and/or (b) credit or funds made available pursuant to an overdraft facility or any other banking facility.
- (h) In the event of any inconsistency between a condition in these Conditions and a condition in the Terms and Conditions as well as in any such other terms as may be introduced or imposed by the Bank from time to time, these Conditions for the Alliance BizSmart will prevail for the purposes of the Alliance BizSmart.

## **2.0 GENERAL**

- 2.1** The Bank reserves the right to amend, add to or delete any or all of these Conditions and/or vary or terminate all or any part of or the scope of the banking services provided through Alliance BizSmart at any time at its absolute discretion with prior notice to the Customer (unless stated otherwise herein). The continued use of the Alliance BizSmart shall be deemed as acceptance and receipt by the Customer of the changes in these Conditions.
- 2.2** The Alliance BizSmart provided shall be subject to periodic review at the sole and absolute discretion of the Bank and subject to the Bank's right to add, amend, withdraw or terminate these services at any time with or without prior notice to the Customer.
- 2.3** Every Customer shall be liable and responsible for all Transactions made pursuant to Instruction or Instructions issued with the Security Codes, whether those Instructions are made by the Customer, any of its System Administrators, System Authorisers and/or Authorised Persons permitted or enabled by the Customer to have access to the Security Codes (even if the person exceeds the Customer's authority) or by any person who obtains through the Customer, by whatever means, the Security Codes.
- 2.4** The Bank agrees to make reasonable efforts to ensure the full performance of the Alliance BizSmart but may on a regular basis perform maintenance on the Bank's equipment or Bank's System that may result in interruption of Alliance BizSmart. No liability shall be incurred by the Bank as a result of any such interruptions. In the event of any failure in or interruption to the Alliance BizSmart, Customer acknowledges that the banking services can be carried out over the counter at the Bank's branch(es) or any other channels available to the Customer.

## **3.0 AGREEMENT**

- 3.1** A Customer may apply to use the Alliance BizSmart subject at all times to the Bank's sole and absolute discretion whether to reject or accept the application. If the application is rejected by the Bank, the Bank is not obliged to provide any reason for such rejection or to respond to any request for information.
- 3.2** A Customer accepted and/or approved by the Bank shall be entitled to issue Instructions with the Security Codes via the internet with respect to the Alliance BizSmart, and the Conditions shall automatically and immediately be deemed accepted by and binding on a Customer upon the Customer making first use of the Alliance BizSmart or any one of them.
- 3.3** Where the Bank offers new or additional services, the use by a Customer of such new or additional services shall be subject to these Conditions as may be modified by the Bank from time to time and such other additional terms and conditions which may be prescribed by the Bank.
- 3.4** These Conditions shall bind the Customer with regards to the use of Alliance BizSmart and they supersede any prior discussions and agreements between the Customer and the Bank and supersede any marketing or similar material pertaining to Alliance BizSmart delivered to the Customer in writing, verbally or obtained from the Website.

## **4.0 PARTNERSHIP**

- 4.1** In the case of partnership accounts, save where an exception is applied for by the Customer and approved by the Bank at its discretion subject to any additional and/or revised terms and conditions, all partners or each of the partners as authorised by the partnership must jointly apply for the Alliance BizSmart, and all partners or such authorised partners (as the case may be) must be acceptable to and/or approved by the Bank before the Alliance BizSmart will be provided.
- 4.2** All partners (including partners whose Security Tokens and/or Approval PIN have been or reported to be compromised, lost, misplaced, cancelled or stolen) shall at all times be jointly and severally liable to the Bank

for all Instructions issued and Transactions effected with any Security Token and/or Approval PIN issued to any one authorised partner.

**4.3** In respect of a partnership Account, the Customer acknowledges and agrees that any Instruction from one partner will be deemed as a genuine and regular Instruction pertaining to that partnership Account and that the Bank shall be entitled to act upon and effect or perform or process such Instruction without any liability whatsoever to the other partners in the partnership. Without prejudice to the foregoing however, where the Bank receives contradictory or inconsistent Instructions from one partner prior to effecting or performing or processing an Instruction from one of the other partners, the Bank shall be entitled to refuse to act on either of the Instructions until the Bank receives a mandate of all the partners giving fresh instructions in relation to the said partnership account. The Bank shall not in any way be liable or responsible for its failure to act upon and effect or perform or process any such Instructions nor for any loss or damage arising from the failure of the partner(s) to issue fresh Instructions in relation to the partnership account.

#### **5.0 WITHOUT PREJUDICE TO ANY OTHER AGREEMENT, TERM OR CONDITION**

**5.1** The Terms and Conditions shall be without prejudice to, be in addition and not in derogation of (a) any other rules, regulations, terms and conditions governing and regulating the Designated Bank Account and/or the Accounts, and/or (b) any Other Agreement. In the event of any conflict, the more specific provision shall displace the general and the principle of contra proferentum shall not apply.

#### **6.0 ALLIANCE BIZSMART SERVICES**

**6.1** The Bank shall provide and the Customer shall be entitled to subscribe to the different types of services offered by the Bank in respect of Alliance BizSmart via the Website at the time of subscription.

**6.2** The Customer acknowledges that the services and facilities offered by the Bank in respect of Alliance BizSmart may vary and may contain certain restrictions. Subscription or upgrade from one service or facility to another by the Customer may be allowed subject to such conditions and other applicable fees and charges as may be imposed by the Bank.

**6.3** The Customer further acknowledges and accepts that the Bank may from time to time in respect of the Alliance BizSmart provide, add to or revise existing services or facilities at its sole discretion.

#### **7.0 SUBSCRIPTION TO ALLIANCE BIZSMART**

**7.1** The Customer may apply to register to use the Alliance BizSmart by submitting the following to the Bank:

- (a) Director's Resolution letter and/or such other supporting document as may be required by the Bank stating details of individuals who will be appointed as the System Authoriser and System Administrator;
- (b) Completed application form which is available at the Bank's branch(es); and
- (c) All such other documentation as and when required by the Bank for verification purposes

**7.2** Upon successful verification by the Bank of the details provided by the Customer, the Bank shall send by post a Pin Mailer and a Security Token to each of the appointed System Authoriser and System Administrator at the business address(s) duly provided by the Customer and registered with the Bank. The Pin Mailer shall each comprise of a User ID and T-Password required by the System Administrator and System Authoriser to access the Alliance BizSmart

#### **7.3 SYSTEM AUTHORISER AND SYSTEM ADMINISTRATOR**

**7.3.1** To register and gain access to the Alliance BizSmart, the System Authoriser and System Administrator are required to separately access the Website to key in the User ID and T-Password for first time login and registration.

7.3.2 A one-time only TAC will be sent by the Bank to the System Authoriser and System Administrator separately upon the successful verification and acceptance of the User ID and T-Password keyed in by the System Authoriser and System Administrator.

7.3.3 The following shall be required to be created by the System Authoriser and System Administrator separately:

(a) System Authoriser:

- (i) an Approval PIN; and
- (ii) a new Password

(b) System Administrator:

- (i) a new Password in accordance with the procedure prescribed by the Bank as set out in the Website.

7.3.4 Once the required details are created, the System Authoriser and System Administrator shall be required to submit separately via the Website, the newly created details to the Bank together with the one-time TAC to complete the registration process.

#### 7.4 CHANGES SUBJECT TO APPROVAL BY THE BANK

7.4.1 The creation and submission of the Approval PIN and Password to the Bank will complete the registration process for the System Administrator and System Authoriser to access and use Alliance BizSmart. Any changes made to the created Approval PIN and Password subsequently shall only be effective upon the Bank being notified by the Customer of the changes in accordance with such procedure prescribed by the Bank and subject to the acceptance as well as approval by the Bank of such changes.

### **8.0 USE OF ALLIANCE BIZSMART**

#### **8.1 SYSTEM ADMINISTRATOR AND SYSTEM AUTHORISER**

8.1.1 The System Administrator and System Authoriser are persons authorised by the Customer to perform administrative functions for and on behalf of the Customer in respect of use of the Alliance BizSmart by the User(s).

8.1.2 The System Administrator shall be responsible for the creation of:

(a) an account for use by the User Authoriser;

(b) user account(s) as assigned by the Customer and user profile(s) for use by the User(s) to access the Alliance BizSmart.

8.1.3 To create a new account and user profile, the System Administrator shall be required to log on to the Website and key in its User ID and Password. The creation of any account and/or user profile by the System Administrator shall be in accordance with such procedure prescribed by the Bank as set out on the Website.

8.1.4 Upon the successful creation of a new account by the System Administrator, the System Administrator shall do the following:

(a) for the User Authoriser:

- (i) create and assign an User ID;
- (ii) create and assign a T-Password
- (iii) assign and distribute to the User Authoriser, the Security Token it has earlier received through the PIN Mailer from the Bank
- (iv) create and assign a Token Serial Number



- (b) for each User assigned by the Customer:
  - (i) a User ID; and
  - (ii) a T-Password

8.1.5 The System Authoriser shall be responsible for administrating and controlling the creation by the System Administrator of (i) accounts for use by the User Authoriser and User(s); and (ii) user profile(s) for use by the User(s) to access the Alliance BizSmart. The creation of accounts, user profile(s) and all such other actions taken in respect thereto by the System Administrator are subject to prior verification and authorisation by the System Authoriser.

8.1.6 Under no circumstances shall the Bank be compelled to effect and allow any such account(s) and/or user profile(s) created by the System Administrator without the prior verification and authorisation by the System Authoriser. Any verification and authorisation by the System Authoriser in respect of any new account and/or user profile created by the System Administrator shall involve the following:

- (a) System Authoriser logging on to the Website and keying in the User ID, and Password;
- (b) Request a Token Response using the Security Token; and
- (c) Download the Digital Certificate by keying in the Approval PIN

By requesting the Token Response and downloading the Digital Certificate by and through the System Authoriser, the Customer shall be deemed to have verified, consented to and authorised the creation of such new account(s) and/or user profile(s) by the System Administrator. Any account and/or user profile created shall be deemed conclusive and shall be construed to be valid and accurately created at the Instruction of the Customer.

## **8.2 ADMINISTRATIVE FUNCTION PERFORMED BY THE BANK**

Subject to applicable fees and charges, the Customer may opt for the administrative functions as set out in this Clause 8 to be performed by the Bank. For purposes of carrying out the administrative functions which include the creation of any account(s) and user profile(s), the Customer is required to provide and specify the details of the User(s) appointed by the Customer to give Instructions and perform Transactions for and on behalf of the Customer. Depending on the services opted and subscribed by the Customer offered by the Bank via the Alliance BizSmart, the Customer shall provide all such documentation, details and information as may be requested by the Bank for the performance of such administrative functions required of the Bank by the Customer.

## **8.3 USER AUTHORISER AND USER**

8.3.1 For first time login to gain access to the Alliance BizSmart, the following shall be required to be keyed-in:

- (a) by the User Authoriser
  - (i) the User ID;
  - (ii) the T-Password; and
  - (iii) the Token Serial Number
- (b) by the User created by the System Administrator by accessing the Website
  - (i) the User ID;
  - (ii) the T-Password; and
  - (iii) his/ her national registration identification number in addition to the User ID and T-Password created by the System Administrator

8.3.2 A one-time only TAC will be sent by the Bank to the User Authoriser and User separately upon the successful verification and acceptance of the details keyed in by the User Authoriser and User.

8.3.3 The following shall be required to be created by the User Authoriser and User separately:

(a) User Authoriser:

- (i) an Approval PIN; and
- (ii) a new Password

(b) User:

- (i) a new Password in accordance with the procedure prescribed by the Bank as set out in the Website.

8.3.4 Once the required details are created, the User Authoriser and User shall separately be required to submit via the Website, the newly created details to the Bank together with the one-time TAC to complete the registration process.

8.3.5 The User Authoriser shall be responsible for verifying and authorising any Instruction and Transaction performed by the User. Under no circumstances shall the Bank be compelled to effect any Instruction and Transaction performed by the User without the prior verification and authorisation by the User Authoriser. Any verification and authorisation by the User Authoriser in respect of any Instruction and Transaction performed by the User shall involve the following:

(a) User Authoriser logging on to the Website and keying in the User ID and Password;

(b) Request a Token Response using the Security Token; and

(c) Download the Digital Certificate by keying in the Approval PIN

By requesting the Token Response and downloading the Digital Certificate by and through the User Authoriser, the Customer shall be deemed to have verified, consented to and authorised any of the Transaction performed by the User. Any Transaction performed thereto shall be deemed conclusive and shall be construed to be valid and accurate Instruction by the Customer

#### 8.4 CUSTOMER'S RESPONSIBILITY

8.4.1 The Customer shall be absolutely and solely liable and responsible for the confidentiality, safekeeping, security and/or use of the Security Token and any of the Security Codes by the relevant Authorised Person

8.4.2 The Customer acknowledges and accepts all liability, responsibility and risk howsoever associated with authorising, permitting and/or providing any System Authoriser, System Administrator, User(s), User Authoriser, agent, employee, servant, representative and/or any other party howsoever given access to the Security Token and any of the Security Codes

8.4.3 All acts, deeds and/or omissions by any party with regard to the use of the Security Token and any of the Security Codes whether authorised or not by or on behalf of the Customer and regardless of how such party comes into control or possession of the aforementioned Security Token and/or any of the Security Codes shall be construed, deemed and interpreted to be acts, deeds and/or omissions of the Customer.

8.4.4 The Customer shall immediately inform and report to the Bank's e-Banking Operations in writing or in accordance with such other procedure which the Bank may prescribe as set out in the Website if the Customer:

(a) knows or suspects that any of Security Codes and/or Security Token, has been compromised, lost, misplaced, stolen, disclosed, revealed or any other irregularity of whatever kind is observed or suspected

(b) becomes aware or suspects that there is unauthorised access to and/or use of the Alliance BizSmart

8.4.5 Provided that upon the receipt of such a report (even if not given by the Customer), the Bank shall at its discretion and without incurring any liability, obligation or responsibility of whatever kind to the Customer, be entitled to immediately

(a) cancel any Security Token issued to the Customer as well as all Security Codes created by the Customer,

(b) deny any further access or permit only partial access to Alliance BizSmart, and/or

(c) refuse, reject and halt temporarily and/or reverse any current or further Instruction. The Customer shall forthwith return or caused to be returned all cancelled Security Token in the control or possession of the Customer to the Bank.

8.4.6 The Customer confirmed that any agent, employee, servant or representative appointed as an Authorised Person by the Customer in the application form is authorised to access to Alliance BizSmart and act on behalf of the Customer.

## **8.5 THE BANK'S RESPONSIBILITY**

8.5.1 The Bank shall exercise its best effort and use all reasonable care and skill in handling the Instructions and Transactions issued.

8.5.2 When Instruction or Instructions are issued to transfer funds to or from a Customer's Designated Account, the Bank is authorised to withdraw the necessary funds from the Account.

8.5.3 The Bank shall assume that the Customer has agreed to the Bank acting on the Instruction issued unless authenticity of the Instruction is in doubt. In such event, the Bank shall proceed to perform the Instruction and Transaction only after a reasonable check and after confirming to its satisfaction that the Instruction and Transaction is genuine. Unless the Bank acts in gross negligence, no liability shall be incurred for any loss or damages suffered for any delay and interruption as a result of such reasonable check.

## **9.0 SECURITY TOKEN AND TOKEN RESPONSE**

9.1 The Customer acknowledges that Security Token is an additional level of security measure undertaken by the Bank to ensure that all actions taken by the System Administrator in relation to the Alliance BizSmart and Instructions issued by the User for and on behalf of the Bank are authorised by the Customer via the System Authoriser and User Authoriser. The Bank retains absolute discretion in requiring Security Token for any type of Transactions which it deems necessary or appropriate from time to time.

9.2 The Bank shall be entitled to request for the return of Security Token at any time and the Customer shall return the Security Token to the Bank. The Bank shall not be made liable or responsible for any loss or damage suffered by or caused to the Customer by reason of the Bank's request unless the Bank was grossly negligent in making such request.

## **10.0 A LICENCE ONLY TO USE THE SECURITY CODES**

10.1 In relation to such Security Codes issued by the Bank to the Customer, the Customer is granted a strictly confidential, non-assignable, non-transferable and revocable licence to only issue Instructions and effect Transactions strictly in accordance with all the Terms and Conditions. No other right of whatever kind is granted to the Customer.

10.2 The Bank retains all copyright, intellectual property right, property and title to all Security Codes issued to or maintained by the Customer.

## **11.0 BANK'S RIGHT TO CANCEL OR CHANGE ANY SECURITY CODES ISSUED**

11.1 The Bank shall at its discretion be entitled to (a) change and/or cancel any and/or all such Security Codes which it has issued to the Customer including but not limited to the Token Response for any reason whatsoever, and the Bank may (b) issue a new set of Security Code(s) to the Customer, in which the new Security Code(s) shall be effective forthwith.

## **12.0 LIMIT ON ACCOUNT BALANCE**

12.1 The Bank shall be entitled to require the Customer to maintain a minimum balance at any one time in any Account(s) failing which the Bank may at its absolute discretion impose a penalty, suspend or terminate the Customer utilisation of the Alliance BizSmart.

## **13.0 DESIGNATED ACCOUNT AND SUFFICIENCY OF FUNDS**

### 13.1. CUSTOMER TO DESIGNATE ACCOUNT

13.1.1 Without prejudice to the Bank's right to debit any Account, the Designated Account shall be used by the Bank in conjunction with the Alliance BizSmart. In the absence of any express designation of an Account, all Accounts of a Customer shall by default be the Designated Bank Account.

13.1.2 Provided that in the alternative to the above, the Bank shall at its discretion be entitled to designate an Account for and on behalf of the Customer as the Designated Account and inform the Customer of such Designated Account as soon as is practicable.

13.1.3 Without limiting the right of the Bank to terminate or suspend the Alliance BizSmart as provided for in the Terms and Conditions, the Bank shall at its discretion be entitled to suspend and/or terminate any part or all of the Alliance BizSmart to the Customer, if the Customer closes the Designated Account with the Bank and/or all its other Accounts with the Bank.

### 13.2. ENSURE SUFFICIENT FUNDS AVAILABLE

The Customer shall ensure at all times that there are sufficient cleared funds in the Designated Account and/or Accounts to perform each and every Instruction and Transaction, including the payment of the charges set out in Clause 23 below.

If the Designated Account and/or Accounts shall have insufficient cleared funds to meet any Instruction or Transaction, the Bank shall at its discretion be entitled to do any one of the following:

#### 13.2.1. Reject and refuse Instruction

Reject and/or refuse to carry out any such Instruction or Transaction, and such Instruction for the Transaction shall be deemed invalid and void.

#### 13.2.2. Carry out Instruction

Subject to the Limits, the Bank may (with or without the Customer having made any prior arrangement with and agreed to by the Bank) carry out the Instruction and/or Transaction, and in such event, all sums in excess of the cleared funds then available in the Designated Account and/or Accounts shall be a debt immediately due from the Customer to the Bank.

## **14.0 LIMITS**

14.1 The Bank, at its discretion may from time to time, impose or revise limits on transfer, payment and number of Transactions executed at any one time, by giving notice to the Customer.

**14.2** The Bank shall at its discretion be entitled to reject and/or refuse to carry out any Instruction or Transaction in breach or excess of the limits, and such Instruction for the Transaction shall be deemed invalid and void.

**14.3** The Customer shall be entitled to apply for an increase or decrease in the limits and the Bank shall at its discretion be entitled to reject or approve such application, or may approve the application subject to any additional and/or revised conditions.

**14.4** New limits whether applied for by the Customer and approved by the Bank, or unilaterally imposed by the Bank shall be subject to written confirmation by the Bank and shall only become effective and binding from the date and upon the Customer's compliance with the additional and/or revised conditions (if any), set out in the aforementioned confirmation.

**14.5** For the avoidance of doubt, the Bank shall at its discretion be entitled to amend, change, vary or withdraw any limit previously applied for by the Customer and approved by the Bank.

## **15.0 NOTIFICATION TO THE BANK**

**15.1** The Customer acknowledges the responsibility to immediately notify the Bank of the following:

- (a) Upon receipt of incomplete, inaccurate data or information from the Bank pertaining to the Customers Instructions or Transactions;
- (b) Upon receipt of any information or data not intended for the Customer;
- (c) Upon being aware or suspects that the Instructions sent from the Customer is not received by the Bank, inaccurate, incomplete including mistaken or fraudulent and unauthorised payment from or to the Customer Account and/or Accounts.

**15.2** The Bank assumes no responsibilities and liabilities for any loss and damages suffered as a result of late notification of the above.

## **16.0 CONDITIONS APPLICABLE TO ALL ALLIANCE BIZSMART**

Save where specifically provided for otherwise by the Terms and Conditions:

### **16.1 SUBJECT TO USUAL PRACTICE**

All Instructions and Transactions shall be subject to the Bank's usual practice, terms and conditions, as would have been applicable had the same been conducted over the Bank's counter.

### **16.2 FOREIGN CURRENCY**

All Instructions and Transactions requiring foreign currency shall be debited by the Bank against the Customer at the Ringgit equivalent calculated at the rate of exchange prevailing at the time the Instruction is processed or the Transaction is effected, as the Bank shall at its discretion elect.

### **16.3 ESTIMATED CONVERSION RATES ONLY**

All conversion rates and/or rates of exchange provided by the Bank via the Visual Display are estimates only and may not reflect the actual prevailing rate of exchange.

### **16.4 INFORMATION SUBJECT TO UPDATE**

All information of whatever kind and provided by the Bank via the Visual Display, including (a) the balances and/or other details of the Designated Account and/or Accounts, (b) the list of previous Instructions and/or Transactions, and/or (c) any other information of whatever kind, may not be actual or current and are subject to change and/or update.

The aforementioned information shall not be deemed to be any form of representation by the Bank.

## **16.5 SUBJECT TO THE LAW**

All Alliance BizSmart, all Instructions and Transactions, are subject to the Law, Bank Negara Regulations, and/or any rule or regulation imposed by any authority with power in that regard. Provided that where Transactions are effected in whole or in part in a foreign jurisdiction, then that Transaction or part thereof effected within that foreign jurisdiction is also subject to the law and/or the banking regulations of that relevant jurisdiction for the time being in force. The Customer is solely liable and responsible for ensuring that the Instructions and Transactions do not breach, default or infringe any of the above. Where a particular Instruction and/or Transaction cannot be processed, performed or completed for the above reason, the Bank shall as soon as practicable upon receiving confirmation thereof, advise the Customer of the same.

## **17.0 INSTRUCTIONS**

### **17.1 EFFECT OF INSTRUCTIONS**

- 17.1.1 All Instructions given by the Customer including those that are given by any of the Authorised Persons for and on behalf of the Bank, even if given fraudulently or in conflict with the terms of any other Instructions given by the Customer, will be deemed to be validly, legally and genuinely given by the Customer to the Bank. The Bank shall be entitled to rely and act on such Instructions without any further confirmation or verification from the Customer. Unless the Bank has reasonable grounds to doubt the authenticity or accuracy of the Instructions given, the Bank is by no means obligated to check the authenticity or accuracy of the Instructions issued and authorised by Authorised Persons.
- 17.1.2 Upon receipt of Instructions which have been authorised by the Customer's User Authoriser, the Bank shall be obliged to process and act upon such Instructions in accordance with the Bank's established business practices, procedures and policies. The Customer acknowledges the responsibility for all and any Instruction issued in relation to Alliance BizSmart and the Bank assumes no responsibility and liability in any manner for any unauthorised, fraudulent or erroneous Instruction thereof.
- 17.1.3 The Customer acknowledges and accepts the sole responsibility to ensure the accuracy and completeness of all Instructions issued including but not limited to ensuring the accuracy of the Recipient's account number, the amount of the intended transaction and the Recipient's identification number. The Bank is under no obligation to verify, confirm or complete any incomplete and/or inconsistent Instruction. The Customer acknowledges and accepts that the Bank shall effect Transactions based on the Instructions issued by the Customer and thus shall not be liable for any loss or delay resulting from any such inaccurate, incomplete and/or inconsistent Instructions. For avoidance of doubt, where the Recipient's name is also provided by the Customer, the Customer acknowledges and accepts that the Bank does not verify whether the named Recipient is the holder of the Recipient's Account number provided by the Customer.
- 17.1.4 The Bank reserves the right to not act or delay in acting upon an Instruction, at the Bank's sole discretion, if the Bank has reason to believe that:
- (a) An Instruction is issued for an illegal purpose;
  - (b) It is contrary to the Bank's usual business practices, guidelines, procedures and policies;
  - (c) The Instruction is not properly authorised; or
  - (d) Breach of security has occurred.
- In the event of occurrence of any of the above, the Bank shall inform the Customer as soon as reasonably possible.
- 17.1.5 The Customer acknowledges and understands that Instructions issued via the Alliance BizSmart are irrevocable and binding on the Customer from the time of its transmission to the Bank and the Customer shall be bound to complete the transaction.

## **17.2 CANCELLATION OR AMENDMENTS OF INSTRUCTIONS**

17.2.1 Notwithstanding clause 17.1.5 above, any modification, cancellation or amendment to an Instruction that has been transmitted to the Bank but has not been processed may be allowed by the Bank's System and the Bank upon such request may make reasonable efforts to modify, cancel or amend the Instruction. The Customer acknowledges that the Bank shall be not be liable and made responsible for any refusal, failure, loss or delay suffered therein.

17.2.2 For Instruction that has been processed, the Customer is not allowed to cancel or amend the Instruction. Any amendment or cancellation request has to be submitted in writing to the Bank. However the Bank may at its sole discretion (but not obligated to):

- (a) refuse request for refund of the funds that has been transmitted or fulfilled to the Customer; or
- (b) grant the Customer request to amend the Instructions.

The cost and charges incurred by the Bank to attend to the Customer's request shall be borne by the Customer and may be debited from the Customer's Designated Account

## **18.0 AUTHORITY OF THE AUTHORISED PERSONS**

18.1 Unless otherwise advised by the Customer in writing to the Bank or limited by the subscription of the services provided by the Bank, a User shall have the authority to initiate a Transaction and/or Instructions and the User Authoriser, in the exercise of diligence and function shall verify and authorise such Instructions for and on behalf of the Customer as if the Instructions are being made by the Customer.

18.2 The System Authoriser, User Authoriser and/or such Authorised Persons identified by the Customer shall have the authority to agree for and on behalf of the Customer to varying, supplementing and adding or removing any of the terms set out in the Terms and Conditions of Alliance BizSmart and any other Conditions as may from time to time be applicable to the Customer in using Alliance BizSmart. Any agreement made pursuant to this clause by the relevant Authorised Person(s) shall be deemed valid and binding on the Customer.

18.3 Notwithstanding Clause 8.4.3, the Customer agrees to be irrevocably and unconditionally bound by all the actions of the Authorised Persons.

18.4 Save for System Administrator, System Authoriser and User Authoriser, any termination by the Customer of any other Authorised Person's authority should be notified to the Bank in writing. For termination of any of the System Administrator, System Authoriser and/or User Authoriser, the Customer acknowledges and accepts that such termination shall be in writing and supported by proof of Board of Directors Resolution or such other documents as may be required by the Bank. All Instructions and Transactions Issued before an acknowledgment from the Bank of any termination of an Authorized Person shall be deemed valid and binding on the Customer.

## **19.0 LIABILITY AND EXCLUSIONS**

19.1 The Bank shall not be liable to the Customer for any cost, expense, loss, damage and/or any other detriment incurred by the Customer howsoever arising from and/or incidental to any one or more of the following:

19.1.1 Any delay, error or mistake

From any delay, error, inability, mistake and/or omission in the provision of any Alliance BizSmart of whatever kind, including that arising from and/or incidental to (a) any Law, Bank Negara Regulations, any other relevant foreign law or banking regulations, and/or any other rule or regulation imposed by any authority with power in that regard (b) any error, mistake, failure and/or negligence on the part of the Bank (fraud and recklessness excluded), (c) the drawing up, delivery and/or transmission of any Instruction and/or Transaction, (d) the inability to locate or the misidentification of any Recipient,

and/or (e) the inability of any Recipient to take delivery, make available, present or draw on any Instruction, document of credit, payment and/or Remittance; howsoever caused.

#### 19.1.2 Any Breakdown

From any break down, interruption and/or shut down in any one or more utility services or systems (whether within or outside the Bank), and/or the Bank's System howsoever arising from or incidental to (a) any deficiency, lack or omission in the Bank's System, or (b) any power failure, insufficient supply of utilities, electrical, mechanical or manpower breakdown, civil unrest, fire, strikes, industrial action, lock-outs, war and/or by computer virus, and/or (c) howsoever caused.

#### 19.1.3 Act of God or event not within control of Bank

From any Act of God, force majeure, earthquake, floods, landslides, landslips, storms, tempest and/or any other cause, event or reason not within the control of the Bank, unless caused by the Bank's gross negligence or wilful default.

#### 19.1.4 In the Bank's reasonable opinion it is in the interest of crime prevention or compliance with laws or regulations.

#### 19.1.5 It is a consequence of checks carried out as part of the Bank's processing systems.

**19.2** If the Customer incurs any delay, cost, expense, loss, damage and/or other detriment, the Customer hereby excludes the Bank from any and all liability and responsibility, and/or waives all the Customer's rights and remedies against the Bank with respect thereto.

**19.3** The Customer will be entitled to a refund in respect of an unauthorised (excluding fraudulently authorised Instruction) or incorrectly executed Instruction for payment which arises solely as a result of the Bank's gross negligence. The Customer acknowledges that a refund under such circumstances will only be made by the Bank on a best effort basis. This is subject only if the Customer notifies the Bank in writing without delay and no later than THREE(3) days after the payment is debited.

**19.4** The Customer shall be liable for all unauthorised or incorrectly executed payments resulting directly or indirectly from an act or omission by the Customer:

- (a) If the Customer has acted fraudulently or deliberately or with gross negligence fails to comply with the conditions governing the use of Alliance BizSmart.
- (b) If without undue delay and in any event within THREE(3) days of the payment, the Customer fails to notify the Bank of the incorrectly executed payment as set out in clause 19.3 above.

**19.5** For any unauthorised or incorrectly executed payments made by the Bank resulting directly or indirectly from an act or omission by the Customer pursuant to Clause 19.4 above, the Customer shall be liable for the reimbursement of any such unauthorised or incorrectly executed payments made by the Bank, as and when demanded by the Bank.

## **20.0 CUSTOMER'S COVENANT**

The Customer hereby agrees, covenants and undertakes at the Customer's sole cost and expense to do and maintain all the following:

### **20.1 Setting Up Of Customer's Own Computer System & Security Thereof**

#### 20.1.1 Set up computer system

That the Customer has or shall set up a computer and/or a computer system capable of issuing Instructions with the Security Codes to the Bank's System.



That the Customer shall install any and all additional and/or recommended hardware and/or software required to render the Customer's computer system compatible and not in conflict with the Bank's System.

That the Customer shall do all things necessary as and when requested by the Bank in connection with the use of the Alliance BizSmart.

#### 20.1.2 Secure computer system

That the computer or computer system and/or any other interconnected and/or related systems of administration, communication, management and operation or other systems howsoever utilised by the Customer with respect to the Security Codes and/or the Alliance BizSmart shall be safe, secure and cannot howsoever be compromised or used in any way or manner in breach or default of the Terms and Conditions.

#### 20.1.3 Internet Related Risks

That in light of the fact that lack of safety precautions can make it easier for unauthorised third parties to access the Customer's computer systems or devices it shall be the Customer's responsibility to take the necessary security precautions to protect against the risks of such unauthorised access.

That the Customer shall comply with any security measures that have been implemented by the Bank with respect to the Alliance BizSmart including anti-phishing mechanisms and other technologically security measures as may be available from time to time and implemented by the Bank

### 20.2 Strictly Comply With All Terms and Conditions & Make Payment

That the Customer shall at all times strictly comply with and observe all Terms and Conditions and make due and prompt payment of all debts, interest and money howsoever and whenever falling due to the Bank pursuant to the Terms and Conditions without need for prior demand.

That the Customer shall make all such payments in full, without any right to make any deduction, counterclaim, set-off or withholding of whatever kind.

### 20.3 Customer's Liability, Responsibility & Acceptance of Risk

That the Customer accepts any and all Security Codes and utilizes the Alliance BizSmart at the Customer's absolute and sole liability and risk. The Customer further acknowledges that his/her usage patterns may be monitored by third parties and the Bank does not accept any liability or responsibility for any monitoring or access by a third party not authorised and/or controlled by the Bank.

## **21.0 PROCESSING OF INSTRUCTIONS INVOLVING BANKING TRANSACTIONS**

The Bank may make available a range of services as part of the Alliance BizSmart including fund transfers, making of bulk payment to various Correspondents, payment of bill and processing of payroll. The Bank shall use its best endeavour (without guarantee) to process Instructions received with respect to the following banking Transactions, within the time periods below:

### 21.1 PROCESSING OF PARTICULAR INSTRUCTIONS

#### 21.1.1 Telegraphic transfer

Instructions with respect to the telegraphic transfer if received by the Bank on a Business Day before the designated times stipulated by the Bank to be processed within the times stated by the Bank. Where the Instructions are received after the designated times on a Business Day or received on a

non-Business Day, they will be processed on the next Business Day or such other day as the Bank may determine at its absolute discretion.

#### 21.1.2 Inter-bank GIRO System

Instructions with respect to the Inter-bank GIRO System must be received by the Bank on a Business Day before the designated times stipulated by the Bank to be processed within the times stated by the Bank. Where the Instructions are received after the designated times on a Business Day or received on a non-Business Day, they will be processed on the next Business Day or such other day as the Bank may determine at its absolute discretion. The processing of the Instructions by the Bank shall also be subject to the terms and conditions and/or approval of the Participating Bank with which the Recipient's account is maintained.

#### 21.1.3 Fund Transfer to Own or Third Party Account

Transfer of funds to either the Customer's own Account(s) or to an account of a third party which is maintained with the Bank or other banks, will be processed and transacted immediately.

#### 21.1.4 Other Transactions

Instructions for all other Transactions pursuant to the Alliance BizSmart, received before 15:00 hours on a Business Day will be processed on that Business Day, save for cheque book request which the present Cut-off Time is 14:30 hours or such other Cut-off Times as may be determined by the Bank and communicated to the Customer from time to time.

#### 21.1.5 Next day processing

Instructions for any Transaction received after the above mentioned times will be processed latest by the next full Business Day.

### 21.2 PROCESSING OF AN INSTRUCTION

For the avoidance of doubt:

#### 21.2.1 Instruction for the transfer of funds by cable, telephone, telegraph or other electronic means

With respect to any Instruction requiring the transfer of funds by cable, telephone, telegraphic or other electronic means, the processing of such Instruction means that the Bank will within the above mentioned time periods endeavour to do all that is required to be done on the part of the Bank to commence or initiate the relevant Transaction.

Whether the Recipient actually receives the transfer of funds within the above mentioned time periods is dependent on factors beyond the control of the Bank, and may or may not be done within the time periods above mentioned.

Customers shall bear the sole responsibility of issuing timely Instructions for Transactions made through such third party websites or payment gateway system to meet any due date for payment to Recipients.

#### 21.2.2 Instructions requiring physical documentation

With respect to any Instruction requiring the preparation, delivery and/or remittance of physical documentation or payment, the processing of such Instructions means that the Bank will within the above mentioned time periods endeavour to prepare and make ready the documentation or payment required for onward delivery, remittance or transmission.

The actual effecting of any delivery, remittance or transmission (whether by post, courier, hand or otherwise) of the physical documentation or payment to, or receipt thereof by the Recipient is not part

of the processing of an Instruction, and may or may not be done within the time periods above mentioned.

## **22.0 REPORT IF ANY SECURITY CODE IS BREACHED**

**22.1** Without prejudice to any other Terms & Conditions, if control, possession, the safekeeping and/or security of any Security Code(s) (or any part thereof) is or is suspected to have been compromised, lost, misplaced, stolen, disclosed, revealed or any other irregularity of whatever kind is observed or suspected, the Customer shall immediately (i) report the same to the eBanking Operation by telephone and; (ii) deliver by hand a written notice setting out its report to the eBanking Operation as soon as possible but not later than 24 hours from the telephone report. The Customer shall extend complete and full assistance and co-operation to the Bank in its investigations.

### **22.2** Remaining Security Codes Not Affected

All other Security Codes not affected by the above, shall remain effective and capable of issuing Instructions and/or effecting Transactions.

### **22.3** No Liability After Report

Provided that upon the receipt of such a Report (even if not given by the Customer), the Bank shall at its discretion and without incurring any liability, obligation or responsibility of whatever kind to the Customer, be entitled to immediately (a) cancel any or all Security Codes issued to the Customer, (b) deny any further access or permit only partial access to the Bank's System, and/or (c) refuse, reject, halt and/or reverse any current or further Instruction or Transaction.

## **23.0 CHARGES AND FEES**

The Bank shall at its discretion (a) upon receipt of or processing an Instruction and/or the commencement of a Transaction, or (b) upon the expiry of dates or time periods imposed by the Bank, and/or (c) at any time or from time to time deemed prudent in the Bank's opinion, be entitled to charge the Customer for the following:

### **23.1** Charges

#### **23.1.1** Over the counter charges & rates

Any and all such cost, expense, loss, damage, charges, commissions, disbursements, fees, fines, interest, penalties, tax and/or any other money, that would have been calculated and imposed had the Instruction and/or Transaction been conducted over the Bank's counter.

#### **23.1.2** Alliance BizSmart Charges

For the use of the Alliance BizSmart or any one of them, including each Instruction and/or Transaction pertaining to banking transactions as provided in clause 21 (Alliance BizSmart Charges).

#### **23.1.3** Charges imposed by other parties

Any and all other cost, expense, loss, damage, charges, commissions, disbursements, fees, fines, interest, penalties, tax and/or any other money charged, demanded, imposed, levied and/or howsoever arising from and/or incidental to the Instruction and/or Transaction, including that charged, demanded, imposed and/or levied by any local or foreign authority, Correspondent and/or any other party.

All of the above mentioned charges shall upon their accrual or charge be debts immediately due from the Customer to the Bank.

Save where the Customer shall have made prior complete and full payment of all the above, the Bank shall at its discretion be entitled to debit the Customer in the manner provided by Clause 24 below.

23.1.4 Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes (if any) that may be imposed, under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Customer.

## 23.2 Interest

Interest at the rate applicable to the Designated Account or where there is no Designated Account, the interest at the rate applicable to any other Account selected by the Bank at its discretion, shall be charged on all sums and debts howsoever falling due from the Customer to the Bank pursuant to the Terms and Conditions, and such accrued interest shall be a debt immediately due from the Customer to the Bank.

## **24.0 DEBIT DESIGNATED BANK ACCOUNT AND/OR THE ACCOUNTS**

### 24.1 Bank's Lien

For so long as any debt, interest or money remains due to the Bank pursuant to the Terms and Conditions, the Bank shall have a lien on all money and deposits in any Account now or hereinafter standing to the Customer's credit with the Bank.

### 24.2 Right to Debit

The Bank shall at its discretion be entitled without need for prior demand to immediately debit the Designated Account and/or any one or more Accounts as payment for the following:

24.2.1 Any and all charges and interest falling due pursuant to Clauses 23.1 and 23.2 above; and

24.2.2 Any and all other debt, interest and money howsoever falling due from the Customer to the Bank pursuant to the Terms and Conditions, including that falling due pursuant to Clause 27 below.

### 24.3 Immediate Debt

All sums still remaining unpaid by such debit shall continue to be a debt immediately due from the Customer to the Bank.

## **25.0 BANK'S RIGHT TO ADD, CHANGE, VARY AND/OR WITHDRAW**

### 25.1 Bank's Discretion & Right To Add, Vary And/Or Withdraw

The Bank shall at its discretion from time to time by notice to the Customer be entitled to add to, change, suspend, vary and/or withdraw any one or more of the following:

#### 25.1.1 Any Alliance BizSmart

Any one or more of the Alliance BizSmart including the ambit, procedures, categories, number, type and/or scope of the Alliance BizSmart provided, such as the manner, method, procedures, security features or requirements, mode, processing time, the administrative, management and/or operating systems of whatever kind, with respect thereto.

#### 25.1.2 Any Terms & Conditions

Any one or more of the Terms and Conditions, including (a) interest rates and/or (b) the terms and conditions of any agreement previously or hereinafter to be executed by the Customer with respect to and/or for any Alliance BizSmart.

### 25.1.3 The User Guide & content of Visual Display

Any one or more of the contents in the User Guide and/or provided on the Visual Display, including the Rules and Regulations.

### 25.1.4 The Alliance BizSmart charges

Any one or more of the Alliance BizSmart charges.

Provided that where the addition, change, suspension and/or variation effected or intended to be effected by the Bank (a) pertains only to form and not substance, or (b) does not otherwise increase the liability of the Customer, or (c) is necessitated in the opinion of the Bank by an emergency or (d) is to implement any guideline, rule or regulation imposed by any authority with power in that regard, then the Bank shall at its discretion be entitled to give no notice or give notice with immediate effect.

## 25.2 30 days notice

Provided that 30 days notice shall be given to the Customer before any (a) increase in the Alliance BizSmart charges, or (b) increase in the Customer's liability.

## 25.3 Notice of change

The Bank shall be entitled to give notice to the Customer by any one or more of the following means:

### 25.3.1 Usual notice

By notice issued pursuant to Clause 32.1.1 below.

### 25.3.2 Placement of notice

By placing a notice at the premises of the Bank and/or its branches, or via secure email at the Customer's mailbox for the Alliance BizSmart

### 25.3.3 Through User Guide

By issuing a new User Guide containing the notice, which User Guide may be (a) delivered to the Customer pursuant to Clause 32.1.1 below, and/or (b) the Bank may place a notice at the premises of the Bank and/or its branches, informing the Customer that a new User Guide is available for the Customer's collection.

### 25.3.4 Via Visual Display

By displaying the notice on the Visual Display.

### 25.3.5 Any other method

Or, by any other method deemed expedient at the discretion of the Bank.

Provided that where a notice period is stipulated, such period shall commence or end, from or at a date (as the case may be) set out in the notice. In the event of any conflict of dates appearing in the forms of notice utilised by the Bank, the earlier date shall prevail and be conclusively binding on the Customer.

## **26.0 BANK'S COPYRIGHT & SECURITY**

### **26.1** No copyright passes to Customer

All copyright, intellectual property rights, property and title in or to any of the Security Codes issued by the Bank, and the Bank's System, namely all the computer system (hardware and software) set up by the Bank with respect to the Alliance BizSmart, including (a) the Bank's web site and all the contents therein, including all designs, graphics, images, words and all display elements of whatever kind appearing on the Visual Display, (b) the Bank's User Guide and all the contents therein, and/or (c) any and all other interconnected and/or related documents, manuals, systems of administration, communication, management and operation (whether computerised, manual or otherwise) of whatever kind and related to the Alliance BizSmart, even if not specifically mentioned herein, are owned by the Bank or its suppliers, which rights are protected by copyright laws, intellectual property laws and international treaties.

The Licence does not grant any copyright, intellectual or property right or any other benefit, licence or right of whatever kind to the Customer.

### **26.2** Prohibited acts and deeds

The Customer shall not howsoever cause or utilise, or permit to be caused or utilised any Security Code or access to the Bank's System for any other purpose than to issue Instructions with respect to the Alliance BizSmart strictly in accordance with the Terms and Conditions.

Without prejudice to the generality above, the Customer shall not do, cause or permit to be done any of the following:

#### **26.2.1** No unauthorised access

Any unauthorised access to the Bank's System, or utilisation of the Bank's System for any unauthorised purpose, or for any purpose that is in breach of the Law, local or foreign.

#### **26.2.2** No introduction of any software

Any introduction of any programme, computer virus or any other form of programme or software into the Bank's System.

#### **26.2.3** No copying

Any copying, downloading, duplication, distribution, publication and/or reproduction of the Bank's System or any part thereof by any means of whatever kind.

#### **26.2.4** No alteration

Any alteration, cross-compilation, de-compilation, disassembly, decoding, deciphering, examination, reverse engineering, and/or any other form of inspection, interference, modification and/or tampering with the Bank's System or any part thereof.

**26.3** The Customer acknowledges that he shall at all times be absolutely and solely liable and responsible for the confidentiality, safekeeping, security and/or use of any of the Security Codes including all PINs, User ID, Passwords and/or Security Response.

## **27.0 INDEMNITY**

The Customer shall keep the Bank fully and effectively indemnified upon demand against any and all cost, expense, loss and/or damage (including legal fees on a solicitor/client basis) howsoever incurred by the Bank, including that arising from and/or incidental to any actions, claims, delays, demands, fines, penalties, proceedings

(including the enforcement of this Alliance BizSmart Agreement and/or the realisation and/or preservation of any security), settlements, tax and/or any other detriment of whatever kind, accruing or resulting from the Customer's acts, deeds, omissions, negligence, breaches and/or defaults of any Term & Condition, including any acts, deeds and/or things done with any Security Code by any party (with or without the authority, consent or knowledge of the Customer).

Provided that the Bank shall be entitled to demand payment of money from the Customer under this indemnity in anticipation of and/or prior to the Bank having to make any payment of money to any party pursuant to any of the above.

Any sum and all sums falling due to the Bank pursuant to this indemnity shall be a debt immediately due from the Customer to the Bank.

## **28.0 TERMINATION BY NOTICE**

The Alliance BizSmart Agreement may be terminated as follows:

### **28.1 Customer's termination**

The Customer shall be entitled to terminate the Alliance BizSmart Agreement by giving 30 days written notice to the Bank at the address stated herein in Clause 32.1.2.

### **28.2 Bank's termination**

The Bank shall at its discretion be entitled to terminate the Alliance BizSmart Agreement by giving 30 days written notice to the Customer or to any one partner in a partnership account.

## **29.0 TERMINATION IN EVENT OF DEFAULT OR CROSS-OVER DEFAULT**

Provided that in the event of any breach or default by the Customer of (a) any Terms and Conditions, or (b) any term or condition in any Other Agreement, the Bank shall at its discretion without incurring any liability, obligation or responsibility of whatever kind to the Customer, be entitled (1) to terminate the Alliance BizSmart Agreement or (2) to cease or cancel the provision of any or all of the Alliance BizSmart to the Customer.

Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion, suspend or terminate the Customer's right of access to any of the Alliance BizSmart without notice for any reason whatsoever and without any obligation to give any reasons.

## **30.0 EFFECT OF TERMINATION**

Upon termination howsoever occurring, the Bank shall be entitled to the following:

### **30.1 Seek recovery of all sums due**

To seek recovery of any and all debts, interest and/or money due or to become due to the Bank.

### **30.2 Cease to provide Alliance BizSmart or part of them**

With respect to the Alliance BizSmart which have been ceased or cancelled:

30.2.1 Cancel any or all Security Codes issued to the Customer.

30.2.2 Refuse, reject, halt and/or reverse any or all current or further Instruction or Transaction with respect to those Alliance BizSmart which have been ceased or cancelled.

And thereafter permit only partial access to the Bank's System with respect to those Alliance BizSmart which have not been ceased or cancelled (if any).

### **30.3** Continuing liability of Customer

Notwithstanding any termination, the Customer shall continue to be liable to the Bank pursuant to Clauses 23 and 27 above, for all Instructions and/or Transactions effected with any Security Code before or after cancellation of such Security Code, which have not been refused, rejected, halted and/or reversed.

## **31.0 CONSENT TO DISCLOSURE AND PROVISION OF INFORMATION**

**31.1** The Customer expressly and unreservedly consents to the collection, recording, holding, storing and/or otherwise processing of any information whatsoever relating to the Customer by the Bank and/or any of the personnel or authorised subcontractors of the Bank for purposes of the Alliance BizSmart.

**31.2** Without prejudice to clause 32.6 below, the Customer expressly consents to the Bank and/or the personnel or authorised subcontractors of the Bank for purposes of the Alliance BizSmart to disclosing any information whatsoever relating to the Customer, whether in Malaysia or to a place outside Malaysia:

31.2.1 to any of the Bank's Affiliates or service providers which has a legitimate business purpose for obtaining such information, including offering to the Customer products or services in connection with or to facilitate the use of the Alliance BizSmart;

31.2.2 to any of the Bank's service providers, Affiliates or any other third party as the Bank may consider necessary in order to give effect to any Instructions or Transaction or to comply with any order or request of any court or government or regulatory authority in any jurisdiction;

31.2.3 to any person using the Alliance BizSmart purporting to be the Customer or person authorised by the Customer where such disclosure is reasonably regarded by the Bank to be necessary to complete any Transaction or to carry out the Instructions; and

31.2.4 to any other partner in a partnership of the Customer's Account;

31.2.5 to any information gathering or processing organisation or department conducting survey(s) on behalf of the Bank;

31.2.6 to any service provider for the purpose of or in connection with the sale, supply, marketing or promotion of any services or products or investigating any complaint or dealing with any query relating to the sale, supply, marketing or promotion of any services or products; and

31.2.7 to the police or other authorities for the purpose of making a report or facilitating any investigation.

## **32.0 MISCELLANEOUS TERMS & CONDITIONS**

### **32.1** Notices

#### 32.1.1 From Bank to Customer

All approvals, confirmations, correspondence and/or notices from the Bank to the Customer shall be in writing and in the English language and shall be served either by (a) email addressed to the Customer's last email address informed to the Bank in writing, whereupon service shall be deemed upon the Bank's sending of the email, or by (b) secure email to the Customer's Alliance BizSmart mailbox whereupon service shall be deemed upon the Bank's sending of the email; (c) ordinary or registered post, addressed to the Customer's last known address informed to the Bank in writing, whereupon service shall be deemed upon the expiry of 5 Business Days from posting, regardless of actual service, or by (d) courier service, addressed to the Customer's last address informed to the Bank in writing, whereupon service shall be deemed upon the expiry of 2 Business Days from



posting, regardless of actual service or (d) broadcasting a message on www.alliancebank.com.my, or (e) notified to you in any other manner as the Bank deems fit.

### 32.1.2 From Customer to Bank

Save where specifically provided for otherwise, all applications, correspondence and/or notices from the Customer to the Bank shall be in writing and in the English language or Bahasa Malaysia and shall be served by (a) registered post, or by (b) courier service.

Provided that all the above notices shall be addressed to the Bank at the following address:

eBanking Operations  
Alliance Bank Malaysia Berhad  
4th Floor,  
Menara Multi-Purpose Capital Square  
8 Jalan Munshi Abdullah  
50100 Kuala Lumpur

Provided that the Bank shall at its discretion be entitled to deem any notice remitted by the Customer by means other than registered post or courier, and received by the Bank as proper notice.

### 32.1.3 Notify Bank of change of address

The Customer shall inform the Bank of any and all changes in the Customer's business and/or correspondence provided that any demand or notice issued or received by one partner in a partnership shall be deemed absolutely binding, conclusive and effective against all partners jointly and severally.

The Bank allows for a change of address to be effected by the Customer online as part of the Alliance BizSmart and any such change successfully performed online shall be binding and conclusive on the Customer.

## 32.2 Time

32.2.1 Time wherever mentioned shall be of the essence.

32.2.2 An Instruction received on a non-Business Day or after the cut-off time shall be treated as having been received on the next Business Day.

## 32.3 Conclusive Evidence

All statements of accounts, records of Instructions and/or Transactions verified and issued by any officer of the Bank in documentary form shall be deemed binding and final on the Customer as conclusive evidence of the status of Instructions and/or Transactions, and/or of the sums due from the Customer to the Bank.

## 32.4 Forbearance and Compromise

No delay, failure or forbearance in the exercise of any remedy or right by the Bank shall be construed, deemed or interpreted as a waiver on the part of the Bank. The Customer's liability shall not howsoever be diminished or excused by any compromise, forbearance, settlement or any indulgence of whatever kind between the Bank and any other party, including any party providing security of whatever kind to the Bank with respect to the Customer.

## 32.5 Legal Proceedings

The Bank shall at its discretion be entitled to commence any and all legal proceedings available to the Bank (a) simultaneously, or (b) one after the other, or (c) in any order or sequence, as the Bank shall in its opinion deem fit.

### 32.6 Disclosure

The Customer hereby irrevocably authorises the Bank to furnish from time to time all relevant information arising from and/or related to the Customer or this Alliance BizSmart to (a) the Credit Bureau of Bank Negara Malaysia, and/or (b) Dishonoured Cheques Information System (DCHEQS), and/or (c) such other parties with power in that regard, and/or (d) any one or more of the companies within the Alliance Financial Group, (e) any other authorised agent of the Bank and/or (f) other financial institutions in order to execute the Instruction provided that the Bank shall not howsoever be liable to the Customer for the furnishing of such information.

### 32.7 Reconstruction Of Bank

The Customer's liabilities, obligations and responsibilities shall not howsoever be affected or diminished by any amalgamation, change or reconstruction in the constitution of the Bank. The Bank reserves the rights to assign the rights and obligations under the Terms and Conditions to any subsidiary or affiliate of the Bank.

### 32.8 Severability

Any term, condition, covenant, provision or undertaking or any part thereof of the Alliance BizSmart Agreement which shall be illegal, unenforceable or void shall not invalidate or render unenforceable, void or voidable any other part of the Alliance BizSmart Agreement. The part of the Alliance BizSmart Agreement which is illegal, unenforceable or void shall be severed from the rest of the Alliance BizSmart Agreement.

### 32.9 Resolution Of Disputes

Where the Customer has any complaint with respect to this Alliance BizSmart Agreement, the Customer must refer such complaint to the eBanking Operations together with all relevant information relating to the complaint.

Upon receipt of such complaint, the eBanking Operations shall do the following:

- Request the Customer to furnish any other relevant information in connection with the complaint.
- Upon receipt of all information, the Customer shall be provided with reasons for the Bank's action, position or stand as soon as possible.
- Where it is not possible to respond immediately, the Bank shall inform the Customer as such and the Bank shall thereafter have 14 Business Days from the date of the Bank's receipt of the complaint (with a right to extend the same by another 16 Business Days if need be) to provide the reasons for the Bank's action, position or stand.
- In relation to any complaint lodged with respect to Instructions for Transactions made through third party websites the Bank will not be able to respond to the Customer immediately but will undertake to respond no later than 7 Business Days from the date of receipt by the Bank of the third party's response or resolution to the Bank.

### 32.10 Governing Law

32.10.1 The Terms and Conditions shall be construed in accordance with the laws of Malaysia which shall be the governing law.

32.10.2 The Bank and Customer hereby submit to the non-exclusive jurisdiction of the Courts of Malaysia but the Terms and Conditions may be enforced in the Courts of any competent jurisdiction.

### 32.11 Successors Bound

The Alliance BizSmart Agreement shall be binding upon the Customer's and the Bank's respective assignees, heirs, personal representatives and/or successors-in-title.

### 32.12 International Use

The use of the Alliance BizSmart outside of Malaysia is subject to the Exchange Control regulations and requirements of Bank Negara Malaysia or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested; and the laws and regulations of Malaysia and the country where the transaction is effected or requested.

The maximum amount of a transaction and the purpose for which it is effected may be determined by Bank Negara Malaysia and the laws and regulations of the country in which the transaction is effected or requested.

The Customer hereby agrees that the Alliance BizSmart shall be used on their own initiative and shall be responsible for compliance with all local laws.